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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

SEATTLE TIMES COMPANY,

Plaintiff,

vs.

LEATHERCARE, INC.,

Defendant.

NO. _____

SEATTLE TIMES COMPANY'S
COMPLAINT UNDER CERCLA
SECTION 107 AND WASHINGTON
STATE MODEL TOXICS
CONTROL ACT

JURY DEMANDED

For its Complaint against defendant LeatherCare, Inc. ("LeatherCare"), plaintiff Seattle Times Company ("Seattle Times") alleges as follows:

INTRODUCTION

1. Seattle Times is the former owner of real property on the city block bounded by Fairview Avenue North, Thomas Street, Boren Avenue North, and Harrison Street in Seattle, Washington (the "Troy Property"). Seattle Times brings this action against LeatherCare, a former lessee and/or sublessee of the Troy Property, for damages resulting from environmental

1 contamination due to LeatherCare's operations, including without limitation releases of
2 perchloroethylene and petroleum hydrocarbons at and migrating from the Troy Property
3 (collectively, the "Site").

4 **THE PARTIES**

5 2. Seattle Times is a corporation organized under the laws of the State of Delaware
6 with its principal place of business in Seattle, Washington. Seattle Times is authorized to do
7 business and is currently doing business in the State of Washington.

8 3. LeatherCare is a corporation organized under the laws of the State of Washington,
9 with its principal place of business in Seattle, Washington. LeatherCare's current business
10 address is 901 Elliott Avenue West, Seattle, Washington 98119.

11 **JURISDICTION AND VENUE**

12 4. This action involves claims under the Comprehensive Environmental Response,
13 Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et seq.* ("CERCLA") and the Washington
14 State Model Toxics Control Act ("MTCA"), RCW Chapter 70.105D.

15 5. This Court has original subject matter jurisdiction over the CERCLA claims
16 under 42 U.S.C. § 9613(b) and supplemental jurisdiction over the MTCA claims under 28 U.S.C.
17 § 1367(a).

18 6. This Court has personal jurisdiction over LeatherCare, because it has transacted
19 business in King County, Washington and the events giving rise to the claim occurred in King
20 County, Washington.

21 7. Venue in this Court is proper under 42 U.S.C. § 9613(b).

22 **FACTS**

23 8. Seattle Times took title to the Troy Property in March 1985.

24 9. Seattle Times sold the Troy Property to Touchstone SLU LLC ("Touchstone") in
25 June 2011.

26 10. In or about 1957, LeatherCare began leasing a portion of the Troy Property under
27 the name Seattle Fur Service as a tenant of Troy Linen and Uniform Services. LeatherCare's

1 operations included dry cleaning, laundering, and garment care. LeatherCare's operations at the

2 11. Troy Property continued under multiple business names until approximately July
3 1985.

4 12. During LeatherCare's lease and operations at the Troy Property, LeatherCare used
5 and released hazardous substances, including perchloroethylene and a petroleum-based substance
6 known as Stoddard Solvent, to the soil and groundwater beneath the Troy Property.

7 13. From 1994 to the present, there have been several environmental investigations at
8 the Site. These investigations have evaluated the presence of hazardous substances, including
9 perchloroethylene and petroleum hydrocarbons. Both of these hazardous substances and related
10 compounds were identified in soil, soil gas, and/or groundwater at concentrations exceeding
11 CERCLA and MTCA cleanup levels at the Site, including on and beneath the Troy Property and
12 adjacent rights-of-way.

13 14. LeatherCare's operations caused soil, soil gas, and groundwater to be
14 contaminated at the Site. The hazardous substances that LeatherCare used in its operations—
15 perchloroethylene and hydrocarbons—were identified as resulting from LeatherCare's
16 operations.

17 15. Seattle Times and Touchstone have conducted response actions and remedial
18 actions at the Troy Property to clean up hazardous substances in soil, soil gas, and groundwater.
19 These actions have included installation of a soil vapor extraction system, source removal
20 excavations, and installation of an in-situ groundwater injection well network in the primary
21 groundwater-bearing zone beneath the Site.

22 16. Touchstone is conducting response actions and remedial actions at the Site under
23 an agreed order with the Washington State Department of Ecology in conjunction with
24 redeveloping the Troy Property.

25 17. Seattle Times has incurred and will continue to incur response costs and remedial
26 action costs associated with investigating and remediating hazardous substances at the Troy
27 Property and the Site.

CERCLA CLAIM

18. Seattle Times incorporates by reference all previous allegations.

19. LeatherCare is a “person” within the meaning of 42 U.S.C. § 9601(21) who was an “owner” and/or an “operator” of a business that conducted dry cleaning, laundering, and other garment care on the Troy Property within the meaning 42 U.S.C. § 9607(a)(2), and as those terms are defined in 42 U.S.C. § 9601(20).

20. LeatherCare’s former dry cleaning business on the Troy Property was a “facility” as defined in 42 U.S.C. § 9601(9).

21. During LeatherCare’s period of ownership and/or operation of the Troy Property, “releases” or “disposals” of “hazardous substances” occurred from the dry cleaning facility on the Troy Property as these terms are defined in 42 U.S.C. § 9601(14), (22), and (29).

22. These releases caused and will continue to cause Seattle Times to take response actions and incur “response costs,” as that term is defined under 42 U.S.C. § 9601(25).

23. The response costs incurred by Seattle Times are necessary and consistent with the National Contingency Plan under 42 U.S.C. § 9607(a)(4)(B) and 40 C.F.R. Part 300.

24. LeatherCare is liable to Seattle Times for cost recovery of the full amount of such response costs, including without limitation prejudgment interest, pursuant to 42 U.S.C. § 9607(a).

MTCA CLAIM

25. Seattle Times incorporates by reference all previous allegations.

26. LeatherCare was an “owner” and/or an “operator” of a business that conducted dry cleaning, laundering, and other garment care on the Troy Property within the meaning of RCW 70.105D.040(1)(b) and as those terms are defined in RCW 70.105D.020(22).

27. LeatherCare’s former dry cleaning business on the Troy Property was a “facility” as defined in RCW 70.105D.020(8).

28. During the period of LeatherCare’s tenancy and/or operation of the Troy Property, “releases” of “hazardous substances” occurred from the dry cleaning facility on the Troy

1 Property, as these terms are respectively defined in RCW 70.105D.020(32) and (13).

2 29. These releases caused and will continue to cause Seattle Times to take and or fund
3 “remedial actions” as defined in RCW 70.105D.020(33).

4 30. These remedial actions are, when evaluated as a whole, substantially equivalent to
5 remedial action conducted or supervised by Ecology.

6 31. Seattle Times has incurred and will incur remedial action costs at the Troy
7 Property due to LeatherCare’s former operations of a facility at the Troy Property.

8 32. Under RCW 70.105D.080, LeatherCare is liable to Seattle Times in contribution
9 for the full amount of such remedial action costs, including without limitation reasonable
10 attorney fees and expenses.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff prays for the following relief:

- 13 1. A declaration that LeatherCare is liable for response costs as a past owner and/or
14 operator under CERCLA.
- 15 2. A declaration that LeatherCare is liable for remedial action costs as a past owner
16 and/or operator under MTCA.
- 17 3. Judgment against LeatherCare awarding Seattle Times damages in amounts to be
18 proven at trial;
- 19 4. Judgment against LeatherCare awarding Seattle Times its reasonable attorney fees
20 and expenses;
- 21 5. Pre-judgment interest according to applicable law; and
- 22 6. For such further relief as the Court deems just and proper.

23 **JURY DEMAND**

24 Seattle Times demands a jury on all claims in this Complaint that are triable by jury.
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1 Respectfully submitted this 4th day of December, 2015.

2 MARTEN LAW PLLC

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